

OFFICE OF THE DIRECTOR, TEXT BOOK PRODUCTION & MARKETING,
BHUBANESWAR.

No. /TBPM,

Dt. -08-2012

From

Sri S. K. Pramanik,
Director.

To

The Joint Director & Deputy Secretary (Adv.)
I. & P.R. Department, Government of Odisha, Bhubaneswar.

Sub:

Publication of "Tender Notice" for Transportation of Nationalized Text
Books for the Academic Session 2013 – 14.

Sir,

I am to send herewith 5 copies of "Tender Notice" in English and to request you to take immediate steps for its publication in any one of the leading Oriya dailies as well as one of the leading English dailies having large circulation for wide publication. Care may be taken to publish using minimum space for printing in an Inner page only. The Cost of the Tender shall be of Rs. 80 Lakhs approximately.

The Editors of the concerned dailies may please be advised to send the complementary copies soon after its publication to this Office for reference & record, before selling of Tender Paper. The advertisement Bills duly scrutinized by the I. & P.R. Department may please be sent to this office for payment at the Government approved rate.

Kindly treat this as most urgent.

Yours faithfully,


Director

Memo No. 5782/TBPM,

Dt. 22-08-2012

Copy forwarded to the PAS & Portal Head CCF, Secretariat for information & necessary action. He is requested to launch the "Tender Notice" in the website (www.odisha.gov.in/schooleducation) for information of all concerned.


Director.

E-mail – directortbpmmodisha@gmail.com
**OFFICE OF THE DIRECTOR, TEXT BOOK PRODUCTION & MARKETING,
BHUBANESWAR.**

**TENDER CALL NOTICE FOR TRANSPORTATION OF
NATIONALISED TEXT BOOKS.**

The Director, Text Book Production & Marketing, Bhubaneswar invites sealed tenders on prescribed format from the Truck Owners/ Transport Agencies / Transport Contractors having registered "Agents License" for transportation of N.T. Books to different District Headquarters / Blocks all over Odisha for the year 2012-13. The intending Tenderers should fulfill and abide by the stipulated formalities. The instructions in details shall be made available at the time of purchase of Tender Paper.

1. The Tender Paper along with Instructions can be purchased from the office of the Director, Text Book Production & Marketing, Bhubaneswar on payment of non-refundable cash of Rs.10,000/- + VAT @ 5% i.e. Rs.10,500/- (Rupees ten thousand & five hundred) only in person on any working day from dt. 27.08.12 to dt. 17.09.12 between 11A.M. to 4P.M. The same can also be purchased on payment of Rs.10,600.00 by post (non-refundable, inclusive of VAT@5% & postal charge of Rs.100.00) in shape of Money Order on any working day from dt. 27.08.12 to dt. 10.09.12.
2. Last date of receipt of Tenders is Dt. 17.09.2012 up to 5 P.M.
3. Tenders shall be opened on dated 18.09.2012 at 11.30 A.M.
4. The tender paper can also be downloaded from the official website of School & Mass Education Department, i.e. www.odisha.gov.in/schooleducation.

The Director reserves the right to reject any or all the tenders without assigning any reason thereof.


22.08.12
Director.

**OFFICE OF THE DIRECTOR, TEXT BOOK PRODUCTION & MARKETING,
BHUBANESWAR.**

(INSTRUCTION TO TENDERER)

1. Tenderers are required to read the Instructions carefully & fill up their Tenders accordingly.
2. The tenderer must have adequate skill, experience and be financially sound towards the execution of work for which it shall be tendering.
3. The offer should be put in an envelope which should be sealed. This sealed envelope should be super scribed as "Tender for Transportation of N.T. Books". Due date of opening of Tender is Dated 18.09.2012. A draft forwarding letter for the Tender Participants is available with the Tender Documents which is to be used by the Tenderers as covering letter to the Tender.

This sealed envelope should be placed in another envelope sufficiently large so that the same can be opened without tearing the envelope kept inside.
4. Complete set of the tender documents should be duly filled in and signed by the Tenderer with the following documents.
 - (a) Cash receipt in support of purchase of Tender Paper.
 - (b) Copy of Pan Card & Income Tax Return of last financial Year, i.e. 2011-12 duly attested, to be enclosed.
 - (c) Copy of Service Tax Registration Certificate alongwith copies of last two years service tax returns should be furnished.
 - (d) Details of work experience, in respect of this type of job in the proforma as per Annexure 'A'.
 - (e) Schedule of quantities and rates as per Annexure 'B'.
 - (f) The Tenderers should mention unladen & laden weight of the truck.
 - (g) The registered Transport Agency licenses in his favour as per Govt. circular.
5. The prescribed PROFORMA enclosed with the details of name & address and authorized Person should be filled and enclosed as per Annexure 'C'.

6. (a) All the signatures in the tender document shall be dated as well as all the pages of all sections of tender document shall be initialed at the lower right hand corner and signed whenever required in the tender papers by the tenderer.
- (b) Tender document is not transferable.
- (c) The tenderer / contractor shall inform this office forthwith in case of any change in their (i) Management (ii) authorized representative and / or (iii) constitution / structure in the case of a firm and (iv) office location.
- (d) Any sort of terms and conditions etc. of the tenderer shall not be entertained.
- (e) The contractor will extend full co-operation to the Director, Text Book Production & Marketing, Bhubaneswar so far as timely transportation of N.T. Books is concerned.
- (f) The contractor shall not be allowed to sublet the contract or a part thereof.
- (g) Tenders received after stipulated date and time will not be entertained. Any changes to the original tender shall also not be entertained.

(EARNEST MONEY DEPOSIT/BID SECURITY)

7. The tender should be accompanied by Earnest Money Deposit (Bid Security) of Rs.1,70,000/- (Rupees one lakh seventy thousand) only in shape of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in the prescribed form (enclosed) duly pledged in favour of the Director, Text Book Production & Marketing, Bhubaneswar. Tender without accompanying E.M.D. is liable to be rejected. E.M.D. will be refunded without interest to unsuccessful Tenderer(s) after the validity of offer is over or on finalization of the contract whichever is earlier.
8. Public Sector Enterprises of Govt. of India and SSI Units may be exempted from E.M.D. if permissible, subject to submission of exemption certificate/documents in this regard.
9. The contractor shall submit monthly bills in triplicate to the Director, Text Book Production & Marketing, Bhubaneswar and the payment shall be made in succeeding month subject to availability of funds and bills are in order.
10. The contractor shall be solely responsible for any loss of N.T. Books / Govt. properties during transit. Any such loss during transit if occurs will attract penalty and will be recovered from contractor's bill / security.

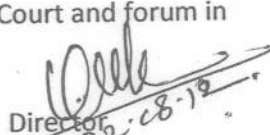
11. In the event of accident / incident resulting loss of Govt. property, the same will be recovered from the running bills / security deposit of the contractor.
12. Any penalty imposed by any Govt. agency for violation of statutory provisions shall be borne by the contractor and the Director will not be held responsible.
13. The rate accepted shall be fixed for the entire contract period and shall not be subject to any escalation.
14. Truck entering / leaving at the gate of Text Book Production & Marketing, Bhubaneswar are subject to checking by security personnel.
15. No detention charges will be paid by the Text Book Production & Marketing, Bhubaneswar except under exigencies of circumstances mentioned in agreement.
16. The contractor shall arrange and use sufficient number and size of tarpaulin for every truck to avoid losses due to rain / wind and to minimize dust.
17. The tenderer will have to abide by the motor vehicle Act and Rules and their amendment from time to time. Any violation shall be sole responsibility of the contractor and any financial implications that may arise shall be borne by the contractor.
18. If the contractor fails to transport desired quantity of N.T. Books in time, Director reserves the right to make alternative arrangement at contractors cost and risk. Any additional amounts incurred shall be recovered from contractors running bills and / or security deposit.
19. The selected tenderer will be required to enter in to an agreement on a non-judicial stamp paper for completion of the work as and when required and deposit Performance Security amounting to Rs. 4,25,000.00 (Four lakh & twenty-five thousand) only in shape of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in the prescribed form (enclosed) duly pledged in favour of the Director, Text Book Production & Marketing, Bhubaneswar as per the agreement executed. If more than one tenderer are selected for award of final contract, then the performance security will be divided proportionately among the successful bidders and the decision of the Director, TBP&M, Bhubaneswar in this respect is final & binding.

However the Director reserves the right to adjust the EMD deposited earlier along with the tender towards performance security.

20. In case the selected tenderer fails to execute the agreement within 7 days from the date of receipt of order, the E.M.D. will be forfeited to the Govt. and his selection for job will stand cancelled.
21. The rate quoted shall be inclusive of all charges i.e. loading, unloading, toll charges etc.
22. The party whose tender shall be accepted shall be liable to allow atleast two persons of this office to accompany the truck to deliver the N.T. Books at different Blocks / Municipalities.
23. All tenders received before the closing date, shall be publicly opened on the tender opening date, time and venue as specified in the tender notice. At the time of opening, the tenderer(s) or one of their authorized representative(s) may remain present.
24. Tender received after the closing date & time or without E.M.D. will not be considered.
25. All tenders should either be submitted through registered post or speed post or by hand in the tender box available in the office.
26. No oral, telephonic tenders shall be considered.
27. A statement furnishing the number of trucks owned by the tenderer alongwith their capacity etc. should be furnished with tender. Contractor should also produce R.C. Book on demand for verification purpose. National permits or temporary permit for movement to other state if required should be arranged by contractor. For trucks having higher capacity if available, Separate rates should be quoted by the tenderer. As such, rate for standard truck / 10 wheelers should be quoted separately with capacity in Ton with all charges as at Sl.21 above.
28. All amounts as well as rate should be indicated by the tenderer both in figures and words. In the event of difference in the amounts mentioned in figures and words, the amount quoted in words would prevail. No erasing, overwriting in rates would be entertained.
29. The tender should be signed only by the Truck owner / legally authorized representative of the tendering firm or the company and should bear the seal or stamp of the tendering firm / company.
30. Tenderer should thoroughly read the terms and conditions of the tender paper and the annexures, since no amendment to tender would be permissible after opening of the tenders.
31. The agreement should come in to force with effect from the date of agreement and remain valid up to **31.03.13**.

32. The Director, TBPM, BBSR shall have the right in his sole discretion to extend the contract period by a further period of three months from the date of expiry of contract period by giving one month notice in writing to the contractor and on receipt of such notice, the contractor shall be bound to continue to do the work and render service at the same rate & the same terms and conditions as laid down herein during such extended period.
33. In the event of breakdown of the truck necessitating transshipment on the way, the contractor shall undertake such transshipment at his own risk & cost and shall transport entire N.T. Books loaded to the truck from where transshipment is done to another truck.
34. During the currency of the contract, the contractor will not stop the work at any stage under the circumstances whatsoever.
35. In case of the termination of the contract due to unsatisfactory performances, the Director, TBPM, BBSR reserves the right to get the incomplete jobs done at the risk and cost of the contractor and all such cost shall be recovered from the bills of the contractor or from any other dues payable to him by the Director, TBPM.
36. The Transporter shall be liable for any damage / injury caused to any employee of Director, TBPM or any other person or persons etc due to negligence of the contractor's employee.
37. In the event of any breach of the terms and condition of the contract by contractor, the Director, TBPM shall have the right to terminate the contract without any liability by giving one months notice in writing, provided however that it shall be obligatory on the part of the contractor to complete its contractual obligations during the period of such notice.
38. The contract will come to an end automatically when the period of contract is exhausted / expired. However, the Director, TBPM reserves the right to terminate the contract at any time without assigning any reasons.
39. The N.T. Books are required to be transported through the shortest motorable route, the distance of which shall be determined and intimated by this office.
40. The Terms and Conditions of the tender shall also form part of the contract.
41. The contractor shall depute his representative daily to receive the orders of the Director, TBPM or the Sales Manager of this office for the transport required for the next day. The Director, TBPM is not bound to utilize any or all the motor vehicles as demanded or load them to their full capacity.

42. The contractor has to provide required number of trucks as and when required by the Director, TBPM, Bhubaneswar.
43. The contractor shall not demand undue charges which are not stipulated in the contract or mentioned in the condition of the tender.
44. The Director, TBPM has full discretion to reject temporarily or permanently any motor lorry which he considers unfair or unsafe for the trip for the purpose of conveyance of the N.T. Books and any such rejection by him shall be final.
45. All lifting, unloading and transportation shall be done as per schedule and Indent of vehicles, given by the Director, TBPM / Authorised Officers of the Director, TBPM. If the transporter fails to adhere to the schedule, the transporter shall be liable to pay penalty of Rs.500/- (Rupees five hundred) only per truck per day which shall be deducted at the time of payment. The transport contractor should depute truck / trucks with labourers daily to the office of the Director, TBPM and receive the required quantity of Books and load them in to the truck / trucks and the loaded vehicle(s) in no circumstances to be held up and should leave the premises latest by 9.30 P.M.
46. Rates quoted by the Tenderer shall be inclusive of all charges. All statutory levies including Income Tax as applicable shall be deducted from the Bills of the successful Tenderer. However, Service Tax as applicable shall be borne by the TBPM over and above the rates approved. On production of the Service Tax deposit receipt, the Security Deposit shall be released.
47. The transport contractor is required to load the required quantity of N.T. Books in to the trucks by his own labourers and cover them properly and unload them at different stations inside the State of Odisha as per programme.
48. The Transportation charges will be inclusive of labour charges and contingent expenditure in connection with transportation.
49. The Director, TBPM has full liberty to cancel this tender / divide the work order amongst more than one bidder without assigning any reason.
50. All disputes are subject to the exclusive jurisdiction of the competent Court and forum in Bhubaneswar, Orissa.


Director
22.08.19
Text Book Production & Marketing,
Bhubaneswar

FROM

M/S.
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To

The Director,
Text Book Production & Marketing,
Bhubaneswar-751001.

Dear Sir,

Sub : Tender for transportation of N.T.Books
from the premises of the office of the
Director, Text Book Production and
Marketing, Bhubaneswar to any where
within the State of Orissa.

Having visited the site and examined all
aspects of work and the conditions and facilities at Text
Book Production and Marketing, Bhubaneswar and all other
requirements of work, I/We submit herewith enclosed tender
form for the above job.

I/We read and understood the terms and
conditions of the tender and agree to abide by those.

I/We have read and understood all the terms
of the documents submitted by me/us in conformity with
your terms and conditions and agree to abide by those.
I/We have independently considered about the liquidated
damages/loss contained therein and agree that it,
represents a fair estimate of the loss likely to be
suffered by you an account of such breaches by me/us.

I/We understood that you are not bound to
accept the lowest or any other tender you may receive
without assigning any reason or giving any explanation
thereof.

I/we hereby declare that the information
furnished by me/us in the tender documents and the

annexures there to are true and agree that the tender or the contract arising there from, may be cancelled at any time if the Director, Text Book Production and Marketing, Bhubaneswar finds that any information furnished by me/us is false or misleading or accounts are not found to be satisfactory.

I/We do hereby declare that the entries made in the tender and appendixes/schedules attached therein are true.

The following documents are enclosed alongwith this tender.

- | | |
|-------------|--------------------------------------|
| a) Document | i) Income Tax certificate |
| b) Document | ii) |
| c) Document | iii) |
| d) Document | iv) |

Rates of Offer :-

Yours faithfully,

Place :

Date :

Witness :

1.

2.

(Seal and Signature)
Name and status of the signatory
to be mentioned.

G. Rao/

DETAILS OF EXPERIENCE OF SIMILAR MAGNITUDE

Sl. No.	Name and Postal address of client	Scope of works.	Work order No. & Date.	Value in Rs. Lakhs	Time period for completion of work in months.	Penalty amount, if any.	Remarks
1	2	3	4	5	6	7	8

ANNEXURE – B

**RATE TO BE QUOTED INCLUDING LOADING, UNLOADING, DETENTION
AND INCIDENTAL CHARGES IN RUPEES PER K.M.**

<u>Sl.No.</u>	<u>Nature of Work</u>	<u>Distant slabs</u>	<u>In figures</u>	<u>In words</u>
1 (a)(i)	Towards transportation of one full truck load	1-50K.M.		
	N.T. Books of different titles approximately 30,000	51-100K.M.		
	-35,000 copies depending upon the size and	(101-500K.M		
	thickness of books weighting to 10 M.T. from the	& above)		
	office of the TBPM Bhubaneswar to different destination			
	points inside the State of Orissa (standard			
	trucks with full punjabi body)(Laden weight 16,200 Kgs.)			
(ii)	10 tyres truck load N.T.Books of different titles	(101-500K.M		
	approximately 50,000-55,000 copies depending upon	& above)		
	the size and thickness of books weighting 16 M.T.S			
	from Office of TBPM to different destination points			
	inside the State of Orissa (Laden weight 25 MTs)			
(b)	Towards transportation of N.T.Books Approx.	1-50K.M		
	20,000 copies by Mni truck (TATA-608)	51-100K.M.		
		(101-500K.M.		
		& above)		
(c)	Towards Transportation of N.T.Books within	1-50K.M.		
	15,000 - 20,000 copies approx.(407 truck)	51-100K.M		
		(101-500K.M.		
		& above)		
(d)	Rates per trip in standard truck/Canter/TATA-608	Standard Truck		
	and 407 trucks within the raiious of 10 K.M.	Canter-608		
	(One way including loading and unloading for	Minitruck-407		
	transportation of books/Reel paper/Sheet paper/			
	Press materials (Local trip)			

Signature with Official Seal

PROFORMA (BASIC INFORMATION OF THE BIDDER).

01.	LEGAL NAME OF THE TRANSPORTER (IN CAPITALS)	:	
02.	ADDRESS OF THE TRANSPORTER WITH TEL. NO. & FAX.	:	
03.	NAME AND DESIGNATION OF THE AUTHORISED PERSON OF THE TRANSPORTER.	:	
04.	ADDRESS OF THE AUTHORISED PERSON WITH TEL. NO. & FAX.	:	
05.	TRANSPORT AGENT'S LICENSE NO. (ENCLOSE CERTIFICATE)	:	
06.	PARTICULARS OF EMD	:	
	I. DD NO. & DATE	:	
	II. AMOUNT	:	
	III. NAME OF THE BANK	:	
07.	MONEY RECEIPT NO. & DATE (FOR PURCHASE OF TENDER PAPER)	:	
08.	PAN NO. (ATTACH XEROX COPY)	:	
09.	TIN NO. / CST NO. (ATTACH XEROX COPY)	:	
10.	SERVICE TAX REGD. NO (ENCLOSE CERTIFICATE)	:	
11.	DESCRIPTION OF THE VEHICLES THAT IS OWNED BY THE BIDDER. N.B: - (ENCLOSE COPY OF THE R.C. BOOKS, MAINLY IN CASE OF 16.20 & 25 MTs LADEN WEGHT VEHICLES)	VEHICLE NAME	LADEN WEGHT UN-LADEN WEIGHT
		(A)	
		(B)	
		(C)	
		(D)	
	(E)		

N.B: ADD EXTRA SHEETS OF PAPER IF NEEDED.

PLACE:
DATE:

Signature of the Bidder / Tenderrer.
SEAL.

Model Bank Guarantee Format for furnishing EMD
[Ref. Para 21]

Whereas (hereinafter called the "tenderer")
has submitted their offer dated..... for the supply of
(hereinafter called the "tender") against the purchaser's tender enquiry No.

KNOW ALL MEN by these presents that WE..... of
..... having our registered office at..... are bound unto
..... (hereinafter called the "Purchaser) in the sum of for
which payment will and truly to be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents.

Sealed with the
Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....* (Name & Address of the
.....* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

Annexure-II

Model Bank Guarantee Format for Performance Security

[Ref. Para 22(i)]

To

The Governor of Odisha.

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

Our..... branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.